

BK0377PG0310

STATE MS.-DE SOTO CO.
FILED

AUG 9 9 25 AM '00

This instrument prepared by:
Angela R. Graves, Attorney
1755 Kirby Parkway, Suite 100
Memphis, TN 38120
(901) 756-6300

BK 377 PG 310
W.E. DAVIS CH. CLK.

QUIT CLAIM DEED

THIS TRANSFER MADE WITHOUT BENEFIT OF TITLE EXAMINATION OR ABSTRACT.

KNOW ALL MEN BY THESE PRESENTS, that FLOYD MONTGOMERY and wife, CAROLYN I. MONTGOMERY, of the County of DeSoto and State of Mississippi, for and in consideration of Ten Dollars (\$10.00) cash in hand paid, does hereby bargain, sell, release, remise, quit claim and convey an undivided one-half (1/2) interest unto CAROLYN I. MONTGOMERY, Trustee of the Carolyn I. Montgomery Living Trust under agreement dated June 29, 2000, and an undivided one-half (1/2) interest unto FLOYD C. MONTGOMERY, JR., Trustee of the Floyd C. Montgomery, Jr., Living Trust under agreement dated June 29, 2000, all of their rights, title and interest in and to the following described real estate, to-wit:

Lot 228, Part 11, Summerwood Subdivision in Section 22, Township 1 South, Range 7 West, DeSoto County, Mississippi, as shown on the plat appearing of record in Plat Book 25, Pages 32-35, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Being the same property conveyed to FLOYD MONTGOMERY and wife, CAROLYN I. MONTGOMERY by Warranty Deed dated March 31, 1988, and recorded on September 30, 1988, in Deed Record Book 208, Page 509, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi

All situated, lying and being in DeSoto County, Mississippi.

No abstract or survey furnished for preparation of this instrument.

The preparer of this deed makes no representation as to the status of title to the property described herein. This deed has been prepared solely from information furnished to the preparer, who makes no representation whatsoever other than it has been accurately transcribed from the information provided.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals, this 29th day of June, 2000.


FLOYD MONTGOMERY


CAROLYN I. MONTGOMERY

STATE OF TENNESSEE

COUNTY OF SHELBY

On this 29th day of June, 2000, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared FLOYD C. MONTGOMERY, and wife, CAROLYN I. MONTGOMERY, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at office and day and year above written.



Angela R. Graves
NOTARY PUBLIC

My Commission Expires: 6/28/03

Do not write in this space - FOR REGISTER'S USE ONLY

I, or we, hereby swear or affirm
that to the best of affiant's
knowledge, information, and
belief the actual consideration
for this transfer is \$ 10.00.

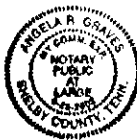
Mail Tax Notice to:

Floyd C. Montgomery, Trustee
Carolyn I. Montgomery, Trustee
8805 Dove Hill Drive
Olive Branch, MS 38654
STATE TAX _____
CLERK'S FEE _____
TOTAL _____
PAID _____

Deputy County Court Clerk

Carolyn I. Montgomery
AFFIANT

Subscribed and sworn to before me,
this the 29th day of June, 2000.



Angela R. Graves
NOTARY PUBLIC

My Commission Expires: 6/28/03

Grantor's Address:
Floyd Montgomery and
Carolyn I. Montgomery
8805 Dove Hill Drive
Olive Branch, MS 38654
Telephone: (601) 342-5842

Grantee's Address:
Floyd C. Montgomery, Trustee
of the Floyd C. Montgomery Trust
Carolyn I. Montgomery, Trustee
of the Carolyn I. Montgomery Trust
under agreement dated June 29, 2000
8805 Dove Hill Drive
Olive Branch, MS 38654
Telephone: (601) 342-5842

CERTIFICATE OF TRUST

The undersigned Settlor hereby certifies the following:

1. This Certificate of Trust relates to the FLOYD C. MONTGOMERY, JR., LIVING TRUST DATED JUNE 29, 2000 (the "Trust") created by trust agreement (the "Trust Agreement").
2. The name of the Settlor is FLOYD C. MONTGOMERY, JR.
3. The name of the original trustee is FLOYD C. MONTGOMERY, JR.
4. The name of each trustee empowered to act under the Trust Agreement at the time of the execution of this Certificate of Trust are:

Primary: FLOYD C. MONTGOMERY, JR.

Successor: CAROLYN I. MONTGOMERY

Alternate Successor: LINDA SUE REILLY

Alternate Successor: DAVID P. MONTGOMERY

Alternate Successor: BARBARA A. PARHAM

5. The trustee is authorized by the Trust Agreement to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property including but not limited to securities of all kinds, and to sell upon deferred payments, except as limited by the following (if none, so indicate): NONE
6. The trustee may exercise all rights, powers, duties, and discretion as trustee herein without the consent of the other trustee, including without limitation signing any checks drawn on any trust bank account or selling any trust property. Such power and authority of a trustee shall continue until terminated by written notice of the other trustee to that trustee and to any bank, brokerage firm, stock transfer agent, title company or other interested party, who may rely on the power and authority of a trustee to act alone until receiving written notice otherwise from the other trustee.
 - a. The Trust has no anticipated date of termination.
 - b. The quit claim deed attached hereto the legal description of the property conveyed to the Floyd C. Montgomery, Jr., Living Trust dated June 29, 2000.
7. The undersigned hereby represents that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the Trust Agreement or amendments to it that limit the powers of the Trustee to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot

or sell upon deferred payments trust property, including real and personal property including but not limited to securities of all kinds.

8. This trust has not been revoked, modified, or amended in any manner which would cause the representations in this certification of trust to be incorrect. This trust is being signed by all currently acting trustees of the trust.

Floyd C. Montgomery Jr.
FLOYD C. MONTGOMERY, JR., Settlor

Floyd C. Montgomery Jr.
FLOYD C. MONTGOMERY, JR., Trustee

Angela R. Graves
Subscribed and sworn to before me this 29th day of June, 2000.
Notary Public
My Commission Expires: 6/28/03



This instrument was prepared by
Angela R. Graves, Attorney-at-Law
1755 Kirby Parkway, Suite 100
Memphis, Tennessee 38120

CERTIFICATE OF TRUST

The undersigned Settlor hereby certifies the following:

1. This Certificate of Trust relates to the CAROLYN I. MONTGOMERY LIVING TRUST DATED JUNE 29, 2000 (the "Trust") created by trust agreement (the "Trust Agreement").
2. The name of the Settlor is CAROLYN I. MONTGOMERY.
3. The name of the original trustee is CAROLYN I. MONTGOMERY.
4. The name of each trustee empowered to act under the Trust Agreement at the time of the execution of this Certificate of Trust are:

Primary: CAROLYN I. MONTGOMERY

Successor: FLOYD C. MONTGOMERY, JR.

Alternate Successor: LINDA SUE REILLY

Alternate Successor: DAVID P. MONTGOMERY

Alternate Successor: BARBARA A. PARHAM

5. The trustee is authorized by the Trust Agreement to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property including but not limited to securities of all kinds, and to sell upon deferred payments, except as limited by the following (if none, so indicate): NONE
6. The trustee may exercise all rights, powers, duties, and discretion as trustee herein without the consent of the other trustee, including without limitation signing any checks drawn on any trust bank account or selling any trust property. Such power and authority of a trustee shall continue until terminated by written notice of the other trustee to that trustee and to any bank, brokerage firm, stock transfer agent, title company or other interested party, who may rely on the power and authority of a trustee to act alone until receiving written notice otherwise from the other trustee.
 - a. The Trust has no anticipated date of termination.
 - b. The quit claim deed attached hereto the legal description of the property conveyed to the Carolyn I. Montgomery Living Trust dated June 29, 2000.
7. The undersigned hereby represents that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the Trust Agreement or amendments to it that limit the powers of the Trustee to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot

or sell upon deferred payments trust property, including real and personal property including but not limited to securities of all kinds.

8. This trust has not been revoked, modified, or amended in any manner which would cause the representations in this certification of trust to be incorrect. This trust is being signed by all currently acting trustees of the trust.

Carolyn S. Montgomery
CAROLYN S. MONTGOMERY, Settlor

Carolyn S. Montgomery
CAROLYN S. MONTGOMERY, Trustee

Angela R. Graves
Subscribed and sworn to before me this 29th day of June, 2000.

Notary Public

My Commission Expires: 6/28/03



This instrument was prepared by
Angela R. Graves, Attorney-at-Law
1755 Kirby Parkway, Suite 100
Memphis, Tennessee 38120
(901) 756-6300